

1
2
3 BILL NO. A-76-02-21

4 APPROPRIATION ORDINANCE NO. A- 11-76

5 AN ORDINANCE transferring certain funds
6 from the General Fund to the Board of
7 Public Works, Account No. 650-251
Repair of Building & Structures

8 WHEREAS, certain monies have been received from the
9 Allen County Economic Opportunity Council in payment of rent on
10 Old Fire Station No. 7 and monies have been receipted into
11 the General Fund; and

12 WHEREAS, said rental receipts are to be used to defray
13 a portion of renovation costs per the Agreement dated December 30,
14 1975 between the City of Fort Wayne, by and through its Mayor and
15 the Board of Public Works and Allen County Economic Opportunity
16 Council, Inc.; and

17 WHEREAS, it is now necessary to transfer said monies from
18 the General Fund to Account No. 650-251, Repair of Building &
19 Structures in the Board of Public Works 1976 Budget to comply with
20 said Agreement.

21 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
22 THE CITY OF FORT WAYNE, INDIANA:

23 SECTION 1. That the sum of \$10,000.00 is hereby trans-
24 ferred from the unappropriated and unobligated balance of the
25 General Fund to Account No. 660-251, Repair of Building & Struc-
26 tures in the 1976 Budget of the Board of Public Works.

27 SECTION 2. That the unappropriated and unobligated
28 balance of the General Fund is reduced in the amount of \$10,000.00.

29 SECTION 3. This Ordinance shall be in full force and
30 effect from and after its passage, approval by the Mayor and legal
31 publication thereof.

32
33 Vivian H. Schmidt
34 Councilman

35
APPROVED AS TO FORM
AND LEGALITY.

[Signature]
CITY ATTORNEY

Read the first time in full and in motion by V. Schmidt, seconded by Jenkins, and duly adopted: read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tues, the 9th day of March, 1976, at 7:30 o'clock P.M., E.S.T.

Date: 2-24-76

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Stier, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-9-76

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 4-11-76 on the 9th day of March, 1976.

ATTEST

(SEAL)

Charles W. Whitman
CITY CLERK

James Stier
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of March, 1976, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 11th day of March, 1976, at the hour of 4:15 o'clock P.M., E.S.T.

Ralph E. Armstrong
MAYOR

Bill No. A-76-02-21

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
transferring certain funds from the General Fund to the Board of Public
Works, Account No. 650-251 Repair of Building & Structures

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt

William T. Hinga

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

CONCURRED IN

DATE 3-9-76 CHARLES W. WESTERMAN, CITY CLERK

62-380-39
12/29/75

AGREEMENT FOR USE
AND OCCUPANCY OF
FIRE STATION NO. 7

See page 10.

WHEREAS the City of Fort Wayne is the owner of land and structure located at 1716 West Main Street, in the City of Fort Wayne, commonly known as Fire Station No. 7, and

WHEREAS, on or about the first day of January 1976, the City proposes to discontinue the use of said Fire Station by the Fire Department, and to make the same available for use as a Community Center, and

WHEREAS said Fire Station is located in that area comprising and served by the Nebraska Neighborhood Association, a representative citizen organization, formed and operating for the benefit of the residents and property owners within the said Nebraska area, and

WHEREAS, the Allen County Economic Opportunity Council is concerned with assisting citizens, the City, and the Nebraska Neighborhood Association in developing and maintaining an effective Community Center which will provide services and programs for the benefit of the area residents, and,

WHEREAS the City is dedicated to the provision of services to the community and the provision and maintenance of a viable, effective Community Center; and

WHEREAS the parties hereto desire to enter into an agreement providing, inter alia, for the leasing, renovation, occupancy and maintenance of the Community Center.

NOW THEREFORE, the parties hereto mutually covenant and agree, each with the others, as follows:

LEASE:

This agreement shall constitute a lease between

The City of Fort Wayne, a municipal corporation, having its principal office at City-County Building, 1 Main Street, Fort Wayne, Indiana, acting by and through its Board of Public Works, as owner, and hereinafter called "City" or "Owner",

AND

The Nebraska Neighborhood Association, Inc., a not-for-profit membership corporation, whose membership is comprised of residents, businesses and property owners within the Nebraska area, hereinafter called "Association",

AND

Allen County Economic Opportunity Council, Inc., a quasi-governmental not-for-profit corporation operating within Allen County, State of Indiana, having its principal office at 223 East Jefferson, and hereinafter called "ACEOC".

Said Association and ACEOC shall also, collectively, herein be called "Lessee".

WITNESSETH:

The City, as owner, in consideration of the rents, covenants and agreements herein contained, does hereby lease to Lessee, jointly, and severably, the following described real estate in the City of Fort Wayne, County of Allen and state of Indiana, more particularly described as:

The land and structure at 1716 West Main Street, Fort Wayne, Indiana and further described as:

Lot 33, Nelson's Addition to the City of Fort Wayne, having a frontage of 45 feet along the north line of West Main Street, and a depth of 140 feet, be the same more or less.

TO HAVE AND TO HOLD, unto the said Lessee, their successors and assigns, for an initial term of ten (10) years, commencing on the first day of January, 1976, and ending on the thirty-first day of December 1985, and granting to the Lessee, its successors and assigns the rights hereinafter described, to wit:

A. To extend the term of this lease on an annual basis, the first annual renewal term commencing on the first day of January 1986, and each succeeding annual term commencing on the first day of January in each year thereafter, but in no event shall there be, under the term of this lease, as executed or as the

same may be amended, extended or modified, more than eighty-nine (89) consecutive, successive annual renewal terms, intending hereby that in no event shall the term and occupancy hereunder extend beyond ninety-nine (99) years, such renewal terms, however, being subject to the following provision: that if, at any time during the initial term, or any annual renewal term hereunder, said City, as evidenced by action of the Board of Works of said City, shall deem that such structure and/or the land on which situated is necessary to be used for public health, safety or welfare, or that damage has occurred to the real estate so as to render the leased premises uninhabitable, or that the physical condition of the leased premises are detrimental and/or a hazard to the public health, safety and welfare, or that such premises are not being used for the purposes which this lease and agreement intend, to wit: as a Community Center for the benefit of the residents and property owners of that area known as the Nebraska area, as the same may now be known, or that such premises are not available and/or the programs and services operated and provided therein are not available without regard to race, color, national origin or sex, said lease may be terminated and all rights and obligations granted hereunder shall thereupon cease and determine;

Intending hereby that such lease and occupancy may be for as long as ninety-nine (99) years as long as the City is satisfied that the uses and occupancy of the structure are as intended by this agreement and this lease.

Further, that the renewals of this lease, as hereinabove provided, shall not be effective and this lease, and all rights and obligations hereunder shall cease and determine unless the Lessee shall, at least thirty (30) days prior to the expiration of the current term, notify the Owner, in writing, of its intention to exercise the options to renew said lease.

All notices, required by this lease, to be sent to the City, if deliverable by mail, or personally, shall be addressed and delivered to:

City Clerk
City of Fort Wayne
1 Main Street
Fort Wayne, Indiana 46802

or to such other office, address or person as the Owner may designate in writing.

B. To use and occupy the premises herein leased for the following and similar purposes:

1. As a community and/or neighborhood center in which programs and activities are conducted for the benefit of the residents and property owners of the Nebraska area; and
2. As office space for the Nebraska Association, other citizen groups, and governmental services;

Provided however, that such premises shall be used and occupied under the following terms and conditions:

The Lessee and/or any sublessee, or assignee shall not, under any program or activity operated or conducted within said premises, directly or indirectly or through contractual or other arrangements, on the ground of race, color, national origin or sex:

1. Deny any facilities, services, financial aid or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3. Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.
4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
6. Deny an opportunity to participate in a program or activity as an employee.
7. Further, that the Lessee and/or any sublessee, or assignee may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing

accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

In case the building on said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this lease may be cancelled or terminated by either party at their election.

No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this lease except upon written consent of Owner.

Lessee has examined said premises prior to and as a condition precedent to its acceptance and the execution hereof, and is satisfied with the physical condition thereof, and its taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, except as otherwise specified herein, and agrees and admits that no representation as to the condition or repair thereof has been made by Owner or its agent, which is not expressed or endorsed herein; and Lessee likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by Owner or its agent.

Lessee may from time to time, make such repairs as it deems necessary, without cost to the Owner. Further, Lessee may, from time to time, undertake such renovations, improvements, partitioning, remodeling or other and similar work items as it deems necessary, to be performed in the following manner:

- (a) In the event that the Lessee desires to do certain work or contract the same to be done, a detailed description of such work shall be submitted to the Owner/or its designated agent in writing, and if such work shall materially alter the structure, the Owner shall give its written approval for such work to be done.
- (b) In the event that the Lessee desires that such work be done by the Owner, or contracted by it, the Lessee shall submit to the Owner an itemized list and work write-up of the items to be accomplished and a gross maximum amount that the Lessee shall reimburse the Owner for doing, or contracting, such work.

In the event that this lease shall terminate, by expiration or otherwise, all improvements and renovations to the structure itself, except movable equipment, and non-immovable fixtures, shall become a part of the premises.

Lessee shall keep the said premises in a clean, sightly and health-condition, and in good repair, except as hereinafter provided, all at its own expense, and shall yield the same back to Owner upon termination of the said lease, whether such termination shall occur by expiration of the term hereof or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire or by the elements, and reasonable wear and tear excepted. If however, the said premises shall not thus be kept in good repair and in a clean sightly and healthful condition by Lessee, as aforesaid, Owner may enter the same, himself or by his agents, servants or employees, upon prior notice to lessee, without such entering causing or constituting a termination of this lease or an interference with the possession of the premises by Lessee, and Owner may replace the same, in the same condition of repair, sightliness, healthfulness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Owner, in addition to the rent hereby reserved, the expenses of Owner in thus replacing the premises in that condition. Lessee shall not permit any waste or misuse of the premises.

It is the intention of the parties hereto that in the event repairs to structure or to the mechanical and/or electrical systems are necessary at any time during the terms of occupancy hereunder, that the parties shall mutually consider how such repairs shall be made, if made at all, and shall mutually attempt to determine how the costs shall be paid, allocated or borne.

Minor maintenance items shall be the responsibility of the Lessee, but major items, determined to be items costing over \$100 (one hundred dollars), shall be subject to the above paragraph; reserving, however, to the Lessor and to the Lessee the right to terminate in the event repair costs shall be excessive. Intending hereby to establish that minor items are the responsibility of the Lessee, but major items shall be the subject of common-sense negotiation and conciliation so that the purposes of this agreement may be met within the budget constraints of the parties hereto.

Owner, for itself, and for its successors and assigns, hereby covenants and agrees with Lessee that said Lessee, paying the rents, and keeping and performing the covenants of this lease on its part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any hindrance or molestation by Owner or any person or persons lawfully claiming under him, and Owner shall pay all taxes and assessments levied against the leased premises, if any.

Lessee shall pay all utility costs for services to the premises during the term of this lease.

Lessee will permit the Owner, or its agent, to enter upon said premises at all reasonable times to examine the conditions thereof, with prior notice to Lessee.

The Lessee, and each of them, agrees to pay rental for the leased premises as follows:

For the initial ten-year term, commencing on the first day of January 1976, the sum of Ten Thousand and no/100 Dollars (\$10,000), and X

For each annual renewal term, the first commencing on the first day of January 1986, the sum of One Dollar (\$1.00).

Such rental shall be payable as follows:

The initial term rent (\$10,000) shall be payable at the time of the execution of this agreement but not later than December 31, 1975 in one lump-sum payment;

Each renewal term rent (\$1.00) shall be payable at the time that the notice is given by the Lessee that it intends to exercise its option to renew for the next successive annual renewal term.

If said rent, or any part thereof, shall at any time be in arrears and unpaid, and without any demand being made therefor, or if said Lessee, or its assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice from Owner setting forth the nature of such default, the Owner may terminate this lease and re-enter the premises and thereupon, this lease and all rights and obligations hereunder shall cease and determine.

Lessee may assign this lease and all rights and obligations hereunder with the written consent of the Lessor, but only to a governmental, citizen organization or similar public service organization.

This lease, and the covenants herein contained, shall extend to and be binding upon the parties, their successors and assigns.

Use and Occupancy

This portion of the Agreement is intended to establish the working relationships between the parties as to use and occupancy of the premises leased hereinabove, to wit:

The City agrees that it will lease from the Lessee office space for personnel assigned to the Department of Community Development and Planning conducting Neighborhood Care (Preservation) programs, at an annual rate of Two Thousand and no/100 dollars (\$2,000.00). Such space shall be at least the following:

- (a) Reception area
- (b) Secretarial space for one secretary-receptionist
- (c) Two offices

in total approximately 500 square foot of floor space. The City shall pay only its telephone expense, and the Lessee shall provide heat, electrical and space maintenance and janitorial services.

The Lessee shall provide such permanent partitioning of space as may be mutually agreeable, but the City shall provide its own equipment, movable fixtures, telephone installations and movable partitioning as it shall require.

Provided however, that such occupancy, and the rental reserved therefor shall be on an annual basis, subject to the availability and appropriations by City Council of federal funding, or other funding sources as City Council may determine.

Such lease shall automatically be renewed for terms of one (1) year unless the City or the Lessee gives notice in writing of its intention to terminate said lease no later than sixty (60) days prior to the termination of the then current year.

The annual rental reserved shall be payable in a lump-sum not later than thirty (30) days after the inception of each year-to-year term; the first such term commencing on the first day of January 1976, and each annual term commencing on the first day of each year thereafter, subject to the availability of and appropriation of funds hereinabove specified.

The allocation of space within the lease premises; the provisions for janitorial services, maintenance and repair; the programatic use of the leased premises and all and similar matters shall be the responsibility of the Lessee.

To accomplish this, there shall be designated by the Association a five-member committee, herein called Community Center Committee.

Such committee shall consist of the following:

Three residents of the Nebraska area, appointed by the President of the Nebraska Neighborhood Association, in accordance with the By-laws or operating policies of such Association; one representative of the City, appointed by the Director of the Department of Community Development and Planning; and one representative of the Allen County Economic Opportunity Council, appointed by the Executive Director thereof.

Such committee membership shall serve for a period of one year or until their successors are appointed.

The committee shall file an annual report, not later than the first day of March in the next succeeding year, covering its activities, programs, expenditures and income and other and similar matters as may reasonably be required by the City, ACEOC and/or the Association. Further, such report shall include a projected budget for the maintenance and operations of the leased premises for the succeeding year.

The Association and ACEOC may occupy such space in the leased premises as they may deem, from time to time, reasonable and necessary, and shall contribute and/or pay as rental therefor, such sums as shall be mutually determined. The obligation of ACEOC shall be determined on an annual basis subject to the availability of funds to said ACEOC and the appropriation thereof by the governing body thereof.

Initial Costs, Grants and Rental Costs

To provide for the rental cost for the initial term (\$10,000.00) ACEOC shall provide a grant-in-aid or similar financial aid, as shall be appropriate in the sum of Ten Thousand and no/100 Dollars (\$10,000.00).

* To assist in the renovation of the premises as is necessary to convert the same for the intended use, the Owner, on receipt of the rental reserved for the initial term (\$10,000.00) shall undertake such required renovation and shall utilize said \$10,000.00 toward defraying the cost thereof. The Owner shall be under no obligation to allocate or appropriate, from its own funds, from whatever source, any monies other than the rental received for the initial term (\$10,000.00).

Insurance

The Lessee shall maintain public liability and property damage insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) for each person and Three Hundred Thousand Dollars (\$300,000.00) for each occurrence and the City shall be a named insured. Such insurance shall contain a provision that the Owner shall not be liable to Lessee for any damage or injury to Lessee, or its property, or to third person occasioned by negligence or other misconduct on the part of the Owner in the maintenance or use of the building.

With respect to that portion of the premises to be leased to the City, the City shall maintain appropriate public liability insurance coverage under its blanket insurance policy or policies.

All notices required by this agreement or by the lease contained herein, to be sent or delivered, to the Lessee, shall be mailed or delivered to the Association at its office, 1240 West Main Street, Fort Wayne, Indiana, and to ACEOC at its office, 223 East Jefferson Street, if delivered, or if by mail to Box 704, Fort Wayne, Indiana, or to such other office, or address as each shall, from time to time, designate in writing.

In the event that this lease shall be terminated prior to the expiration thereof, the Lessee shall not be required to surrender possession until ninety (90) days after the mailing or delivery of notice of termination.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and
seals this 30th day of December, 1975.

CITY OF FORT WAYNE
Board of Public Works
ATTEST: (Lessor)

E. J. Smith

By, J. A. Lawrence (Seal)

By Carl E. Oles (Seal)

By Raylan Nault (Seal)

NEBRASKA NEIGHBORHOOD ASSOCIATION, INC.

By Wicki L. Bates (Seal)
, Its President

ATTEST:

Margaret L. Poff
Secretary

ALLEN COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC.

By Lee M. [Signature] (Seal)
[Signature], Its Chairman

ATTEST:

Mary M. Bruner
Secretary

Prepared by:
Richard C. VerWiebe
Associate City Attorney

Date January 29, 1976

TO THE CITY CONTROLLER:

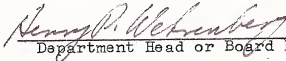
The Board of Public Works
(Department)

requests that an appropriation ordinance be prepared and submitted to the City Council authorizing the transfer of \$10,000.00 from

Account No. 10 Title General Fund to

Account No. 10-660-251 Title Repair of Building & Structures.

Reason for Transfer To appropriate rental receipts on Old Fire House No. 7
for the purpose of defraying renovation costs on same per agreement between the
Board of Public Works and the Nebraska Neighborhood Assoc., Inc. and the Allen
County Economics Opportunity Council, Inc. SEE ATTACHED


Department Head or Board Member

Directions -- Departments requesting transfer of funds from one account to another, or for the appropriation of funds from the unexpended balance of the General Fund must fill out this form in duplicate, and send both the original and one copy to the Controller's Office. It is suggested that a third copy be made and retained by the department originating the request. The Controller's office will retain one copy of the form and send the other to the City Attorney which will be his authorization to prepare the appropriation ordinance. Please send the request for transfer of funds to the Controller as early as possible, and at least one week should be allowed for the City Attorney to prepare the appropriation ordinance and the City Clerk to enroll it for the next Council meeting.

ALLEN COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC.

COMMUNITY SERVICES AGENCY

P. O. BOX 704

FORT WAYNE, INDIANA 46801

1927

DECEMBER 29 1975

71-19
749

PAY TO THE ORDER OF CITY OF FORT WAYNE - BOARD OF WORKS

\$10,000.00

TEN THOUSAND AND 00/100-----

DOLLARS



**FORT WAYNE
NATIONAL BANK**
FORT WAYNE - INDIANA



⑆0749⑆0019⑆10 002⑆585 9⑆

ALLEN COUNTY ECONOMIC
OPPORTUNITY COUNCIL, INC.
COMMUNITY SERVICES AGENCY
FORT WAYNE, INDIANA

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS	
			ACCT. NO.	AMOUNT
12/29/75	Rent, Firehouse for Nebraska Neighborhood Services, for period January 1, 1976 to December 31, 1985.	\$10,000.00	GL 145	

EMPLOYEE

PERIOD ENDING	TOTAL EARNINGS	DEDUCTIONS						TOTAL DEDUCTIONS	NET PAY
		SOCIAL SECURITY TAX	WITHHOLDING U.S. INC. TAX	STATE INCOME TAX					

V.B.B. To the Finance
Manager to Budget & Accounting 18-660-251

19
QUIETUS

OFFICE OF CITY CONTROLLER

GENERAL FUND

FT. WAYNE, IND. January 7 1976No. 10063 \$ 10,000.00
(Linc.)

I HEREBY CERTIFY THAT:

Allen County Economic Opportunity Council

HAS FILED IN MY OFFICE THE RECEIPT OF THE CITY TREASURER OF FT. WAYNE, INDIANA

IN THE SUM OF Ten thousand & 00/100 ¹⁰⁰ DOLLARSON ACCOUNT OF Rent, Firehouse for Nebraska Neighborhood Services
for period 1/1/76 through 12/31/85, to Board of Works
Ck. #1927 dated 12/29/75
CITY CONTROLLER

NOTICE TO TAXPAYERS OF
ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 9th day of March, 1976 at 7:30 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

Bill No. A-76-02-21

That the sum of \$10,000.00 is hereby transferred from the unappropriated and unobligated balance of the General Fund to Account No. 660-251, Repair of Building and Structures in the 1976 Budget of the Board of Public Works.

Certain monies have been received from the Allen County Economic Opportunity Council in payment of rent on Old Fire Station No. 7 and monies have been receipted into the General Fund, said rental receipts are to be used to defray a portion of renovation costs per the Agreement dated December 30, 1975 between the City of Fort Wayne, and Allen County Economic Opportunity Council, Inc.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days at the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing will be held.



CHARLES W. WESTERMAN
CITY CLERK

EMERGENCY APPROPRIATION ORDINANCE

WHEREAS, certain extraordinary emergencies have developed since the adoption of the existing annual budget, so that it is now necessary to appropriate more money than was appropriated in the annual budget; now, therefore, to meet such extraordinary emergencies:

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana, that for the expenses of said municipal corporation the following additional sums of money are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same:

	A-11-76	AMOUNT REQUESTED	AMOUNT APPROPRIATED
BILL NO.	A-76-02-21	\$ 10,000.00	\$ 10,000.00

The sum of \$10,000.00 is hereby transferred from the unappropriated and unobligated balance of the General Fund to Account No. 660-251, Repair of Building Structures in the 1976 Budget of the Board of Public Works.

AUDITOR'S OFFICE
F O R T W A Y N E
MAR 12 1976

James D. Hebelhaer
AUDITOR OF ALLEN COUNTY

	A-11-76	AMOUNT REQUESTED	AMOUNT APPROPRIATED
BILL NO.	A-76-02-21	\$ 10,000.00	\$ 10,000.00

That the unappropriated and unobligated balance of the General Fund is reduced in the amount of \$10,000.00

Monies have been received from the Allen County Economic Opportunity Council in payment of rent on Old Fire Station #7 and receipted into the General Fund, and rental receipts are to be used to defray a portion of renovation costs per the Agreement dated Dec. 30, 1975, between Ft. Wayne and Allen County Economic Council, Inc.

Adopted this 9th day of March, 1976.

AYES

NAYS

Paul M. Burns

Vivian G. Schmidt

Samuel J. Talarico

John Nuckols

Donald J. Schmidt

William T. Hinga

Fredrick R. Hunter

Winfield C. Moses, Jr.

James S. Stier

ATTEST:

Charles W. Westernman
City Clerk

Issued 9-21-67 State Bd. of Tax Commissioners

STATE BOARD OF TAX COMMISSIONERS
201 State Office Building
Indianapolis 46204
March 16, 1976

6-76-02-21
A-12-76
6-76-02-37

TAXING UNIT: Allen County
City of Fort Wayne
DATE AND TIME OF HEARING March 22, 1976 9:30 A.M.
PLACE OF HEARING: Allen County Auditor's Office

Dear Sir:

Please be advised that a hearing on the Additional Appropriation for the above captioned taxing unit will be held at the place and on the date and time set out above.

If you have not already furnished the following items, please have the same available for our Field Representative:

1. Proof of publication of notice to taxpayers.
2. Certified copy of appropriation ordinance or resolution.
3. Auditor's certificate of filing.
4. Fund ledger and financial records of appropriations and disbursements.

PLEASE BRING TO HEARING:

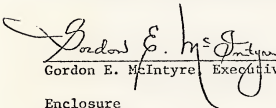
1. The completed financial statement (enclosed).
2. A copy of your current year budget as approved by the State Board of Tax Commissioners.
3. A copy of any contracts involving the appropriation.
4. The project number and project approval letter (if taxing unit is a school corporation).

Upon receipt of our Field Representative's report, we will advise you of our action on this matter.

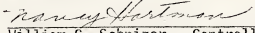
Final approval of appropriations will not be issued until the above requests have been complied with.

Sincerely,

STATE BOARD OF TAX COMMISSIONERS


Gordon E. McIntyre, Executive Secretary

Received from City Clerk's Office
March 18, 1976


William G. Schnizer - Controller

Enclosure
SBTC 12-19-74

BY THE STATE BOARD OF TAX COMMISSIONERS
IN CONNECTION WITH ADDITIONAL APPROPRIATIONS

This questionnaire MUST BE COMPLETED by the proper official of the governmental unit requesting the appropriations and be ready for the Tax Board representative at the time of the hearing.

DATE _____ COUNTY _____

NAME OF UNIT REQUESTING APPROVAL _____

SOURCE OF MONEY

Name of Fund	Amount Requested	By Reductions in Appropriations	From Other Sources
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

1. If money for this appropriation to be derived from borrowing, a complete transcript of the proceedings must be submitted at the time of the hearing.
2. If money not available from surplus funds or reductions, do you expect to transfer funds from another source? Yes _____ No _____. If so, from what source(s)? _____ Has money already been transferred and included below? Yes _____ No _____.

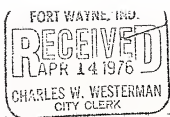
Complete financial statement for each fund from which additional appropriations are requested. Use separate column for each.

	NAME OF FUND		
A. Cash Balance, Jan. 1st this year. .	A.		
B-1 Receipts from Taxes-June.	B-1		
B-2 Receipts from Taxes-December. . . .	B-2		
C-1 Miscellaneous Receipts to date. . .	C-1		
C-2 Miscellaneous Receipts expected to be received balance of this year. .	C-2		
D. Total Monies available for this year (Add Lines A, B-1, B-2, C-1 & C-2) . .	D.		
E. Total ORIGINAL Budget for this year	E.		
F. Appropriations brought forward from preceding year to cover outstanding encumbrances.	F.		
G. Additional Appropriations allowed since Jan. 1st LESS any Reductions allowed since Jan. 1st (Not including this request)	G.		
H. Total Appropriations to date (Add Lines E, F and G)	H.		
I. Amount of Potential Balance, Dec. 31 (Subtract Line H from Line D) . . .	I.		
J. Operating Balance (Line I) allowed when Budget for this year was approved.	J.		
K. Surplus funds available (Subtract Line J from Line I)	K.		
AFTER JULY 1, COMPLETE THE FOLLOWING:			
L. Amount included on Line 3 of Published Budget for next year. . .	L.		
M. Appropriations allowed since July 1 not including Request	M.		

Note: If more than 3 funds are involved in request, attach a separate sheet.

DATE _____ SIGNATURE _____

TITLE _____



STATE OF INDIANA
STATE BOARD OF TAX COMMISSIONERS
201 State Office Building
Indianapolis 46204

In the matter of Additional Appropriations)
for: Allen County)
City of Fort Wayne)

No. 6-4065

A petition having been filed by the proper legal officers of the above named taxing unit in the matter of additional appropriations, this matter having been set for hearing on 3/22/76, a report having been made and all of the facts having been carefully considered, this Board does now take the following action thereon:

APPROVED:

General Fund
For: Renovation of Fire Station
\$10,000. Salaries of 23
Fireman \$285,255

\$295,255

B. Steele

Received by Controllers Office

Reference is made to the appropriation ordinance or resolution of the proper appropriating officials of said taxing unit, adopted: 3/9/76

STATE BOARD OF TAX COMMISSIONERS

Taylor I. Morris, Jr.
Taylor I. Morris, Jr., Commissioner

STATE OF INDIANA
OFFICE OF THE
STATE BOARD OF TAX COMMISSIONERS

I, Gordon E. McIntyre, Secretary of the State Board of Tax Commissioners, do hereby certify that the above is a full, true and complete copy of the order of this Board made this date in the above entitled matter.

WITNESS MY HAND and seal of the Board on this the 12th day
of April, 19 76

Gordon E. McIntyre
Gordon E. McIntyre, Executive Secretary

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE 9-76-02-21

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Is to appropriate rental receipts (\$10,000.00) per attached agreement for the purpose of defraying a portion of renovation costs on Old Fire Station No. 7. See page 10, Initial Costs, Grants, and Rental Costs, for additional information.

EFFECT OF PASSAGE Will enable the Board of Public Works to honor its agreement.

EFFECT OF NON-PASSAGE Will not enable the Board of Public Works to honor its agreement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Monies involved are rental receipts on Old Fire Station No. 7 paid by the Allen County Economic Opportunity Council, Inc. which have been deposited into the General Fund. See Quietus # 10063, dated 1/7/76.

ASSIGNED TO COMMITTEE (J.N.) Finance John

DATE SUBMITTED: _____



CITY OF FORT WAYNE

FORT WAYNE, INDIANA

CHARLES W. WESTERMAN
CITY CLERK

February 25, 1976

Miss Helen Libbing
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, Indiana 46802

Dear Miss Libbing:

Please give the attached full coverage on the dates of February 28 and March 6, 1976, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council Bill No. A-76-02-37
of Fort Wayne, Indiana, Public Bill No. A-76-02-21
Hearing Notice to Taxpayers of
Additional Appropriation of funds.

Please send us six (6) copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Charles W. Westerman".

Charles W. Westerman
City Clerk

CWW/ne
ENCL: 2

Ft. Wayne Common Council
(Governmental Unit)

To JOURNAL-GAZETTE Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) — number of equivalent lines _____

Head number of lines 2

Body number of lines 45

Tail number of lines 2

Total number of lines in notice 49

COMPUTATION OF CHARGES

49 lines, 1 columns wide equals 49 equivalent lines at 288¢ 14.11
cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount) _____

Charge for extra proofs of publication (50 cents for each proof in excess of two) 2.00

TOTAL AMOUNT OF CLAIM 16.11

DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type 5½ point

Number of insertions 2

Size of quad upon which type is cast 5½

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date March 6, 1976

Title CLERK

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City County Building, Fort Wayne, Indiana, on Tuesday, the 9th day of March, 1976, at 7:30 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

Sill No. A-76-021
That the sum of \$10,000.00 is hereby transferred from the unappropriated and unobligated balance of the General Fund to Account No. 660-251, Repair of Building and Structures in the 1976 Budget of the Board of Public Works.

Certain monies have been received from the Allen County Economic Opportunity Council in payment of rent on Old Fire Station No. 7 and monies have been received into the General Fund, said rental receipts are to be used to defray a portion of renovation costs per the Agreement dated December 20, 1973, between the City of Fort Wayne, and Allen County Economic Opportunity Council, Inc.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days of the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing will be held.

CHARLES W. WESTERMAN
City Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana }
ALLEN County } ss:

Personally appeared before me, a notary public in and for said county and state, the undersigned ARVILLA DEWALD who, being duly sworn, says that she is CLERK of the

JOURNAL-GAZETTE
a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time s, the dates of publication being as follows:

2/28 & 3/6/76

Subscribed and sworn to before me this 6th day of March, 1976

Arvilla Dewald
Notary Public

My commission expires September 28, 1979

Fort Wayne Common Council
(Governmental Unit)

To THE NEWS-SENTINEL

Dr.

Allen

County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set)
— number of equivalent lines

Head number of lines

2

Body number of lines

45

Tail number of lines

2

Total number of lines in notice

49

COMPUTATION OF CHARGES

49 lines, 7 columns wide equals 49 equivalent lines at .288¢
cents per line

\$ 14.11

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

2.00

TOTAL AMOUNT OF CLAIM

\$ 16.11

DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type 5½ point

Number of insertions 2

Size of quad upon which type is cast 5½

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

V. E. Gerken

Date March 6, 1976

Title CLERK

NOTICE TO TAXPAYERS OF
ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 9th day of March, 1976, at 7:30 P. M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

Bill No. A-76-02-21

That the sum of \$10,000.00 is hereby transferred from the unappropriated and unobligated balance of the General Fund to Account No. 600-251, Repair of Building and Structures in the 1976 Budget of the Board of Public Works. Certain monies have been received from the Allen County Economic Opportunity Council in payment of rent on Old Fire Station No. 7 and monies have been received into the General Fund, said rental receipts are to be used to defray a portion of renovation costs per the Agreement dated December 30, 1975, between the City of Fort Wayne, and Allen County Economic Opportunity Council, Inc.

Taxpayers appearing at such meeting, shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days of the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing will be held.

CHARLES W. WESTERMAN
City Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana }
Allen County } ss:

Personally appeared before me, a notary public in and for said county and state, the undersigned V. E. GERKEN who, being duly sworn, says that she is CLERK

NEWS-SENTINEL

a DAILY newspaper of general circulation printed and published

in the English language in the city of FORT WAYNE, INDIANA

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time s, the dates of publication being as follows:

2/28 & 3/6/76

V. E. Gerken

Subscribed and sworn to before me this 6th day of March 1976

Notary Public

My commission expires September 28, 1979